

# EXHIBIT 5

**Partial Reconveyance**  
2019-05-23

Jon Lifquist, Assessor-Recorder  
Kern County Official RecordsSA  
5/23/2019  
02:00 PMRecorded at Request of  
Old Republic Title Company

1411014-379

AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
 600 University Street, Suite 3600  
 Seattle, Washington 98101  
 Attention: Virginia M. Pedreira

Loan Nos. 196624, 196625, 196626, 196941,  
 196942, 197579, 197946, 198356, 198718,  
 198935, 199081 and 199110

Recorded Electronically by:  
451 Old Republic Title Company

DOC# 219059814



219059814

Stat Types:	1	Pages:	17
FEES	85.00		
TAXES	.00		
OTHER	.00		
PAID	85.00		

Exempt from fee per GC27388.1;  
 document recorded in connection with  
 a concurrent transfer subject to the  
 imposition of documentary transfer tax

**PARTIAL RECONVEYANCE**  
 (without Satisfaction)

(Kern, County, California)

LEON A. MORENO, as the Trustee under the following deeds of trust (the "Deeds of Trust"):

(1) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 27, 2013, and made by 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LP, a California limited partnership; KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LP, a California limited partnership; THREE ROCKS PISTACHIOS, LLC, a California limited liability company TUSCAN FARMS, LP, a California limited partnership; WATERFORD FARMS, LP, a California limited partnership; ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY

Loan Nos. 196624, 196625, 196626, 196941,  
 196942, 197579, 197946, 198356, 198718,  
 198935, 199081 and 199110  
 Maricopa/Pomona Transaction-Santiago Release

**See Exhibit A**

Recorded at Request of  
Old Republic Title Company

1411014379

AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101  
Attention: Virginia M. Pedreira

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110

This document has been  
electronically recorded. See  
the attached cover page for  
recording information.

Exempt from fee per GC27388.1;  
document recorded in connection with  
a concurrent transfer subject to the  
imposition of documentary transfer tax

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PARTIAL RECONVEYANCE  
(without Satisfaction)

(Kern, County, California)

LEON A. MORENO, as the Trustee under the following deeds of trust (the "Deeds of Trust"):

(1) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 27, 2013, and made by 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LP, a California limited partnership; KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LP, a California limited partnership; THREE ROCKS PISTACHIOS, LLC, a California limited liability company TUSCAN FARMS, LP, a California limited partnership; WATERFORD FARMS, LP, a California limited partnership; ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY

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See Exhibit A

VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; NANCY BLUHM, an unmarried woman; APRIL CELESTE GARCIA, a married woman as her sole and separate property and recorded on September 27, 2013 in the Official Records of Kern County, California, as Document No. 0213141703, as amended and modified by Modification to Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of April 30, 2014 and recorded in the Official Records of Kern County, California, as Document No. 000214063161 and as further amended from time to time, made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(2) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 25, 2014, and made by among 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership); KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership); THREE ROCKS PISTACHIOS, LLC, a California limited liability company; TUSCAN FARMS, LLC, a California limited liability company (f/k/a Tuscan Farms, LP, a California limited partnership); WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership); ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company; VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company; VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; BISHOP FARMS 15, LLC, a California limited liability company; BISHOP FARMS 22, LLC, a California limited liability company; NANCY BLUHM, an unmarried woman; and APRIL CELESTE GARCIA, a married woman as her sole and separate property, collectively as Trustor and recorded on November 26, 2014 in the Official Records of Kern County, California, as Document No. 0214147669, as amended and restated by Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture

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196942, 197579, 197946, 198356, 198718,  
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Filing dated as of August 29, 2016 and recorded in the Official Records of Kern County, California, as Document No. 0216117030 and as further amended from time to time, for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(3) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of June 30, 2015, and made by among 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership); KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership); THREE ROCKS PISTACHIOS, LLC, a California limited liability company; TUSCAN FARMS, LLC, a California limited liability company (f/k/a Tuscan Farms, LP, a California limited partnership); WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership); ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company; VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company; VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; BISHOP FARMS 15, LLC, a California limited liability company; BISHOP FARMS 22, LLC, a California limited liability company; NANCY BLUHM, an unmarried woman; and APRIL CELESTE GARCIA, a married woman as her sole and separate property, collectively as Trustor, and recorded on July 2, 2015 in the Official Records of Kern County, California, as Document No. 0215086794, as amended and restated by Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2016 and recorded in the Official Records of Kern County, California, as Document No. 0216117030 and as further amended from time to time, for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(4) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture

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196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

Filing dated as of December 31, 2015, and made by 104 PISTACHIOS, LLC, a California limited liability company, ACDF, LLC, a California limited liability company, ASSEMI 100, LLC, a California limited liability company, ASSEMI AND SONS, INC., a California corporation, ASSEMI BROTHERS, LLC, a California limited liability company, Farid Assemi, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010, BISHOP FARMS 15, LLC, a California limited liability company, BISHOP FARMS 22, LLC, a California limited liability company, NANCY BLUHM, an unmarried woman, C & A FARMS, LLC, a California limited liability company, CANTUA ORCHARDS, LLC, a California limited liability company, EMILY DERDERIAN, an unmarried woman, DERRICK PISTACHIOS, LLC, a California limited liability company, APRIL CELESTE GARCIA, a married woman as to her sole and separate property, BETSY E. GARCIA, a married woman as to her sole and separate property, GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership), KAMM PISTACHIOS, LLC, a California limited liability company, MARICOPA ORCHARDS, LLC, a California limited liability company, MILLERTON INVESTMENTS, LLC, a California limited liability company, PANOCHE PISTACHIOS, LLC, a California limited liability company, SAGEBERRY 29, LLC, a California limited liability company, SAGEBERRY 3233, LLC, a California limited liability company, SAGEBERRY I, LLC, a California limited liability company, SAGEBERRY II, LLC, a California limited liability company, SAGEBERRY III, LLC, a California limited liability company, SAGEBERRY IV, LLC, a California limited liability company, SAGEBERRY V, LLC, a California limited liability company, SAGEBERRY VI, LLC, a California limited liability company, SAGEBERRY FARMS, LLC, a California limited liability company, SAMAN SHISHEGARAN, a married man, SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership), THREE ROCKS PISTACHIOS, LLC, a California limited liability company, TUSCAN FARMS, LLC, a California limited liability company, (f/k/a Tuscan Farms, LP, a California limited partnership), VENTANA CENTRAL, LLC, a California limited liability company, VENTANA NORTH, LLC, a California limited liability company, VENTANA SOUTH, LLC, a California limited liability company, and WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership), as Trustor, and recorded on December 31, 2015 in the Official Records of Kern County, California, as Document No. 0215182703, as amended and modified by the First Amendment to Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 24, 2016 and recorded in the Official Records of Kern County, California, as Document No. 0216117031 and as further amended from time to time made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(5) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 18, 2017, and made by ASHLAND & HAYES INVESTMENTS, LLC, a California limited liability company, GRANTOR FRESNO CLOVIS INVESTMENTS, LLC, a California limited liability company and MARICOPA ORCHARDS, LLC, a California limited

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liability company, as Trustor, and recorded on August 18, 2017 in the Official Records of Kern County, California, as Document No. 217110039 made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

having received from Beneficiary a written request to reconvey in accordance with the terms of the Deed of Trust all estate now held by said Trustee under each of the Deeds of Trust in and to the hereinafter described Release Parcel (and only with respect to the Release Parcel), hereby reconveys, without warranty, and **without satisfaction or release** of any obligation of any obligor under the notes and other indebtedness secured by the Deed of Trust, to the person or persons legally entitled thereto, all estate now held by it thereunder in and to that property situated in Kern County, California, described in Exhibit A attached hereto and made a part hereof (the "Release Parcel").

Such Partial Reconveyance is to cover only the Release Parcel and all remaining land encumbered by the Deeds of Trust as of the date of this Partial Reconveyance is to remain so encumbered. The remaining property described in each of the Deeds of Trust shall continue to be held by said Trustee under the terms thereof, and as provided in each of the Deeds of Trust and this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by each of the Deeds of Trust upon the remainder of the property encumbered thereby.

Beneficiary, as the holder of each of the Deeds of Trust and the indebtedness secured thereby, joins herein for the purpose of evidencing its consent to this Partial Reconveyance.

*(signatures appear on following page)*

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Dated this 23 day of May, 2019.

**BENEFICIARY:**

METROPOLITAN LIFE INSURANCE COMPANY, a  
New York corporation

By: MetLife Investments Advisors, LLC,  
its investment manager

By: S. Moreno  
Printed Name: Leonides Moreno  
Title: Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

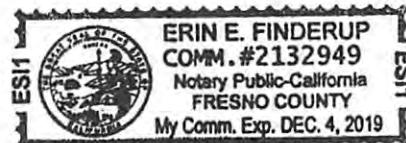
STATE OF CALIFORNIA )  
COUNTY OF Fresno ) ss.  
)

On May 21, 2019 before me, Erin E Findern P, Notary Public, personally appeared LEONIDES MORENO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Ein & Findcup (seal)



Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
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PIECES OF THE OLD TESTAMENT

卷之三

... 1990-1991 年度的《中国教育年鉴》中有关于“中国教育学会”的文章。

*Leptothrix amethystina* (Gmelin) 1768  
Synonym: *L. amethystina* (Gmelin)

177  
and the author's name is given as "John G. Smith".

and the will of all who desire, sufficient also guaranteeing the safety of said  
the said nation from any such other nation as may be inclined to interfere.

#### REFERENCES AND NOTES

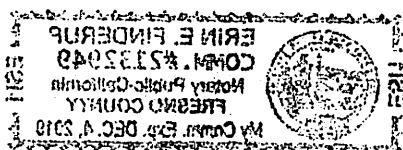
• 12 •

and the other two, the *Leucostoma* and *Leucostoma* species, are placed in the genus *Leucostoma*, which is based on the one or two *Leucostoma* species. The other three genera, *Leucostoma*, *Leucostoma* and *Leucostoma*, are based on the *Leucostoma* species, which are placed in the genus *Leucostoma*. The other three genera, *Leucostoma*, *Leucostoma* and *Leucostoma*, are based on the *Leucostoma* species, which are placed in the genus *Leucostoma*.

Consequently, it is important to take into account the specificities of each country when developing a strategy for the implementation of the GATT/WTO.

Die Leidenschaften des Kindes 271

188



（五）在本行的各項工作，應當遵守本行的規章制度，並應當接受本行的監督和檢查。

WINTER 2000 VOL 27 / NO 1

TRUSTEE:

LEON A. MORENO, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

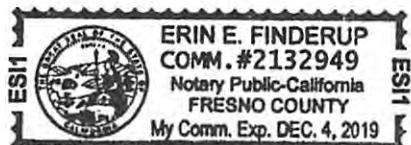
STATE OF CALIFORNIA )  
COUNTY OF Fresno ) ss.  
                          )

On May 21, 2019 before me, Erin E Finderup, Notary Public, personally appeared LEON A. MORENO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Erin E Finderup (seal)



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RECEIVED

RECEIVED - COMMERCIAL MAIL

With the arrival of winter, many Americans will venture out onto the roads in their vehicles. However, it's important to practice safe driving habits to prevent accidents and injuries.

According to the National Highway Traffic Safety Administration, in 2022, there were approximately 37,000 fatal motor vehicle crashes in the United States.

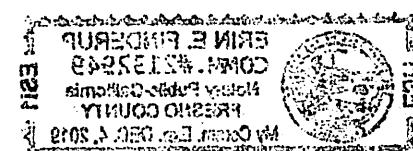
SAFETY TIP: DRIVE SLOWLY

One of the most important ways to stay safe while driving is to drive slowly. This can help you react more quickly to unexpected situations and avoid collisions.

For example, if you are driving at 60 mph and need to stop, it may take you 100 feet to come to a complete stop. If you are driving at 30 mph, it may only take you 50 feet to stop. This means that you have more time to react to a potential hazard and avoid a collision. Additionally, driving slowly can help you avoid jackknifing or hydroplaning, which can occur at higher speeds.

Remember, safety is always the top priority when driving. Drive slowly and safely to protect yourself and others on the road.

For more information on safe driving habits, visit the National Highway Traffic Safety Administration's website at [www.safercar.gov](https://www.safercar.gov).



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**EXHIBIT A**

**DESCRIPTION OF THE RELEASED PROPERTY**

The land referred to herein is situated in the County of Kern, State of California, and is described as follows:

The East half of the West half and the East half of Fractional Section 27, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion of the East half of said Section 27, described as follows:  
Beginning at the Northeast corner of said Section 27 and running Westerly along the Northerly line of said Section, 660 feet to a point; thence Southerly and parallel with the Easterly line of said Section 27 to a point on the Southerly line of said Section, 660 feet Westerly along said line from Southeast corner of said Section; thence Easterly along said Southerly line, 660 feet to the Southeast corner of said Section; Thence Northerly along the Easterly line of said Section to the point of beginning.

ALSO EXCEPTING THEREFROM all petroleum, oil, gas and other hydrocarbons in and under said land or that may be produced and saved therefrom, as reserved by Edith G. Mansfield and Florence Drenton, in Deed recorded December 19, 1950 in Book 1754, Page 407 of Official Records.

APN: 295-170-03

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The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of Section 33, Township 12 North, Range 22 West, San Bernardino Base and Meridian.

EXCEPTING AND RESERVING unto the Grantor herein in all the above described property all oil, gas, petroleum and other hydrocarbons, precious minerals, industrial minerals, hard rock minerals, gravel, geothermal resources, water byproducts associated with extraction of minerals including the right to inject water, produced from said land only, to the oil-bearing strata underlying said land not previously excepted or reserved of record. (Mineral Reservation), as per Corporation Grant Deed Recorded September 8, 2016 as Document No. 2016-122024, Kern County Records.

Mineral Reservation shall be subject to the following: (i) Grantor shall have no right to drill and/or use any water supply well on said land; (ii) Grantor shall have no right to use open pits or sumps on the surface of said land or to inject water or chemicals into the oil-bearing strata from sources other than from activities conducted on said land; (iii) any oil wells and other infrastructure will be located on the perimeter of said land; and (iv) Grantor acknowledges that Grantee (or its

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successor(s), assign(s), tenant(s) or subtenant(s)) are not, in any way, waiving any claim for damages Grantee may suffer to said land or improvements as a result of Grantor's or Grantor's lessee's or licensee's mineral exploration activities conducted on said land, as per Corporation Grant Deed Recorded September 8, 2016 as Document No. 2016-122024, Kern County Records.

APN: 295-160-05

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All of the West half of the West half of Fractional Section 27, Township 12 North, Range 22 West, San Bernardino Meridian in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM all petroleum, oil, gas and other hydrocarbons in and under said lands as reserved in Deed from Edith C. Mansfield and Florence Drenton, dated November 13, 1950, recorded December 19, 1950, in Book 1754, Page 407 of Official Records.

APN: 295-170-01

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All of the Northwest quarter of the Northwest quarter; the West half of the Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING all coal, oil, gas or minerals lying in or under said land, together with the necessary space for operations and the right of ingress and egress at any time for the purpose of producing or extracting same, as reserved in the Deed from J. G. Spangler and Helen H. Spangler, husband and wife, et al, recorded November 8, 1948, in Book 1570, Page 166 of Official Records.

APN: 295-170-08

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The East 60 acres of the Fractional Section 28, Township 12 North, Range 22 West, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat thereof.

Except all oil and gas as previously reserved of record.

APN: 295-150-05

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The Northeast quarter of the Northeast quarter of Section 33, T12N, R22W, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat of said land

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
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approved by the Surveyor General, February 3, 1863.

Excepting from the North 1/2 of said land all oil, gas, minerals and other hydrocarbons substances within or underlying said land, as reserved in Deed from William H. Wakefield, et al, dated March 26, 1949, recorded May 18, 1949, in Book 1612, Page 236, Official Records.

Except from the South 1/2 of said land all oil, gas, minerals and other hydrocarbon substances in or under or that may be produced from said land together with the right of ingress to and egress from said premises and each and every part thereof, for the purpose of development of gas, oil, minerals and other hydrocarbon products of every character, and of securing the same and removing of placing and/or erecting on said premises, oil rights, buildings and structures of every character reasonably necessary for the development and removal of gas, oil, minerals and other hydrocarbon substances, however, not to infringe upon or interfere with any improvements on said land without the payment of a reasonable amount for damage caused thereby, as excepted and reserved in the Decree of Distribution out of the Estate of Walter Stolder, deceased, recorded December 21, 1949 in Book 1153, Page 396, Official Records.

APN: 295-160-20

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The West half of the Northeast quarter of Section 33, Township 12 North, Range 22 West, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat thereof.

Except all oil and gas as previously reserved of record.

APN: 295-160-21

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The Northwest quarter of the Southeast quarter, and the West half of the Southwest quarter of the Southeast quarter of Section 33, Township 12 North, Range 22 West, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat thereof.

Except all oil and gas as previously reserved of record.

APN: 295-160-23

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The East half of the Southwest quarter of the Southeast quarter of Section 33, Township 12 North, Range 22 West, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat thereof.

Except all oil and gas as previously reserved of record.

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

APN: 295-160-11

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The East half of the Southeast quarter of Section 33, Township 12 North, Range 22 West, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat thereof.

Except all oil and gas as previously reserved of record.

APN: 295-160-22

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The Southeast quarter of the South half of the West half of the Northwest quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the County of Kern, State of California, according to the Official Plat thereof.

Except all coal, oil, gas, or minerals lying in or under said land, together with necessary space for operations and the right of ingress and egress at any time for the purpose for producing or extracting same, as reserved in the Deed from J. G. Spangler and Helen H. Spangler, his wife, et al, recorded November 8, 1948 in Book 1570, Page 166 of Official Records.

APN: 295-170-09

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The West half of the Southwest quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, including the right of surface entry for the purpose of exploring for and extracting said substances and minerals. Grantor will reimburse the grantees for reasonable damage in the event damage should occur upon the surface to growing crops, installations, or appurtenances by reason of such surface entry.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbons reserved of record.

APN: 295-170-27

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The East half of the West half and the East half of Fractional Section 27, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion of the East half of said Section 27, described as follows:

Beginning at the Northeast corner of said Section 27 and running Westerly along the Northerly

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

line of said Section, 660 feet to a point; thence Southerly and parallel with the Easterly line of said Section 27 to a point on the Southerly line of said Section, 660 feet Westerly along said line from Southeast corner of said Section; thence Easterly along said Southerly line, 660 feet to the Southeast corner of said Section; Thence Northerly along the Easterly line of said Section to the point of beginning.

ALSO EXCEPTING THEREFROM all petroleum, oil, gas and other hydrocarbons in and under said land or that may be produced and saved therefrom, as reserved by Edith G. Mansfield and Florence Drenton, in Deed recorded December 19, 1950 in Book 1754, Page 407 of Official Records.

APN: 295-170-03

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The East half of the Southwest quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM an undivided 25% interest in all oil, gas and other minerals, including all hydrocarbon substances in or under said land, as conveyed to Fred S. Andrews, trustee, in Deed recorded March 2, 1979 in Book 5179, Page 1627 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/8th interest in the mineral rights in and to said land as conveyed to Thomas A. Louden, Trustee UDT dated May 20, 1982 in Book 5475, Page 1756 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/8th interest in the mineral rights in and to said land conveyed to Dorothy C. Louden, Trustee UDT dated May 20, 1982 in Deed recorded July 26, 1982 in Book 5475, Page 1757 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/10th interest in and to all the oil, gas and other minerals in and under and that may be produced from said land, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and storing, handling, transporting and marketing the same therefrom with the rights to remove from said land all of the grantee's property and improvements, as conveyed to Howard Edwin Kesterson, in Deed recorded June 19, 1987 in Book 6017, Page 2385 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/10th interest in and to all the oil, gas and other minerals in and under and that may be produced from said land, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and storing, handling, transporting and

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

marketing the same therefrom with the rights to remove from said lands all of the grantee's property and improvements, as conveyed to Eva Marie White, in Deed recorded June 19, 1987 in Book 6017, Page 2386 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/10th interest in and to all the oil, gas and other minerals in and under and that may be produced from said land, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and storing, handling, transporting and marketing the same therefrom with the rights to remove from said land all of the grantee's property and improvements, as conveyed to Winifred Maxine Britton, in Deed recorded June 19, 1987 in Book 6017, Page 2387 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/10th interest in and to all the oil, gas and other minerals in and under and that may be produced from said land, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and storing, handling, transporting and marketing the same therefrom with the rights to remove from said land all of the grantee's property and improvements, as conveyed to Vera P. Steele, in Deed recorded June 19, 1987 in Book 6017, Page 2388 of Official Records.

APN: 295-170-11

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The East half of the Northwest quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas, petroleum and other hydrocarbon substances underlying said land, together with the right to enter on said land with the necessary equipment to explore and drill for said substances and if found to develop same, together with the right to remove same and to install such equipment as necessary for that purpose and to conduct such operations as may be necessary and proper to secure the right therein set forth, as reserved by Obispo Oil Company, a California corporation, in Deed recorded September 7, 1956 in Book 2660, Page 200 of Official Records.

APN: 295-170-06

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The West 18 acres of the North 1/3 of the Northeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances within or underlying

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

said land, as reserved by Anchor Oil Company, a partnership, in Deed recorded February 14, 1964 in Book 3692, Page 848 of Official Records.

Portion APN: 295-180-17

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The South 53-1/3 acres of the East half of the Northeast quarter and the East 35-1/3 Acres of the North 53-1/3 acres of the Northeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM  $\frac{1}{2}$  of all oil, gas, hydrocarbon substances and minerals in and under said land, as excepted by Anna Dora Ross, a widow, in Deed recorded August 29, 1956 in Book 2656, Page 438 of Official Records

ALSO EXCEPTING THEREFROM  $\frac{1}{4}$  of all oil, gas, hydrocarbon substances and minerals in and under said land, or that may be produced therefrom, as reserved by Leslie Alan Richter and Marilyn Richter, husband and wife as joint tenants, as to an undivided  $\frac{1}{2}$  interest and Robert W. Karpe and Phyllis J. Karpe, husband and wife as joint tenants, as to an undivided 1/2 interest, in Deed recorded January 9, 1958 in Book 2891, Page 172 of Official Records.

ALSO EXCEPTING THEREFROM the remaining  $\frac{1}{4}$  interest in all minerals underlying said land, as conveyed to B-N Minerals Partnership, in Deed recorded March 5, 1975 in Book 4885, Page 597 of Official Records.

Portion APN: 295-180-17

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That portion of the Northeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, according to the Official Plat thereof, described as follows:

Commencing at the Southwest corner of said Northeast quarter; thence Easterly along the Southerly boundary of said Northeast quarter 882.582 feet; thence at right angles Northerly 1760.0055 feet; thence at right angles Westerly 882.582 feet; thence at right angles Southerly 1760.0055 feet to the point of beginning.

EXCEPTING THEREFROM an undivided 1/3 interest in all oil, gas, petroleum, minerals and other hydrocarbon substances within or underlying said land that may be produced and saved therefrom, as excepted by Lawrence Leo Johnson and Margaret F. Johnson, husband and wife, in Deed recorded December 18, 1974 in Book 4873, Page 103 of Official Records

ALSO EXCEPTING THEREFROM an undivided 1/3 interest in all oil, gas, petroleum, minerals

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

and other hydrocarbon substances within or underlying said land that maybe produced or saved therefrom, as excepted by William A. Riley, Jr. and Vera Lea Riley, husband and wife, in Deed recorded January 2, 1975 in Book 4875, Page 1304 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/3 interest in all oil, gas, petroleum, minerals and other hydrocarbon substances within or underlying said land that may be produced or saved therefrom, as excepted by Sybil B. Johnson, a widow in Deed recorded January 21, 1975 in Book 4878, Page 185 of Official Records.

APN: 295-180-20

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The West half of that portion of the Northeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof, described as follows:

Commencing at a point on the Southerly boundary of the Northeast quarter of said Section 34, distant 882.582 feet, Easterly from the Southwest corner of said Northeast quarter; thence Easterly along said Southerly boundary 437.243 feet;

Thence at right angles Northerly 1760.0055 feet; thence at right angles Westerly 437.243 feet; thence at the right angles Southerly 1760.0055 feet to the point of beginning.

EXCEPTING THEREFROM an undivided 1/3 interest in all oil, gas, petroleum, minerals and other hydrocarbon substances within or underlying said land that may be produced and saved therefrom, as excepted by Lawrence Leo Johnson and Margaret F. Johnson, husband and wife, in Deed recorded December 18, 1974 in Book 4873, Page 103 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/3 interest in all oil, gas, petroleum, minerals and other hydrocarbon substances within or underlying said land that may be produced or saved therefrom, as excepted by William A. Riley, Jr. and Vera Lea Riley, husband and wife, in Deed recorded January 2, 1975 in Book 4875, Page 1304 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/3 interest in all oil, gas, petroleum, minerals and other hydrocarbon substances within or underlying said land that may be produced or saved therefrom, as excepted by Sybil B. Johnson, a widow, in Deed recorded January 21, 1975 in Book 4878, Page 185 of Official Records.

APN: 295-180-19

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The East 9 acres of the South 53-1/3 acres of the West half of the Northeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area,

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas and other minerals within or underlying said land, or that may be produced and saved therefrom, together with the right to enter upon said land for the purpose of mining and/or drilling and removing same, as reserved by Patricia S. Crawford, a.k.a. Patricia Crawford, as to an undivided  $\frac{1}{2}$  interest; Pamela Druck, as to an undivided  $\frac{1}{4}$  interest and Charles R. Druck and Pamela Ann Druck, husband and wife, as to an undivided  $\frac{1}{4}$  interest, in Deed recorded August 8, 1996 as Document No. 0196101166 of Official Records.

APN: 295-180-14

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The Southwest quarter of the Northeast quarter of the Southeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM all petroleum, oil, gas and other hydrocarbon substances within or underlying said land or that may be produced and saved therefrom, as reserved by J.E. Dyer and Marion D. Dyer, husband and wife, in Deed recorded November 30, 1950 in Book 1749, Page 393 of Official Records.

Portion APN: 295-180-18

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The Southeast quarter of the Northeast quarter of the Southeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances within or underlying said land or that may be produced and saved therefrom, as excepted by Kern Investment Company, a California corporation, in Deed recorded December 2, 1947 in Book 1455, Page 349 of Official Records.

Portion APN: 295-180-18

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The Southwest quarter of the Southeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances within or underlying said land, as reserved by J.F McMahon, who acquired title as a single man and J.R. McAllister, a single man, in Deed recorded April 20, 1948 in Book 1527, Page 28 of Official Records.

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

Portion APN: 295-180-18

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The Southeast quarter of the Southeast quarter of Section 34, Township 12 North, Range 22 West, San Bernardino Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and minerals within or underlying said land, as excepted by Margaret Klipstein Ghezzi, et al, in Deeds recorded November 29, 1966 in Book 3999, Pages 198, 199, 200 and 201 and Deed recorded January 9, 1968 in Book 4118, Page 775, all of Official Records.

Portion APN: 295-180-18

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110  
Maricopa/Pomona Transaction-Santiago Release

**Partial Reconveyance**  
2019-08-01

Recorded at Request of  
Old Republic Title Company

1411015240

Jon Lifquist, Assessor-Recorder  
Kern County Official Records

SR  
8/01/2019  
02:00 PM

AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101  
Attention: Virginia M. Pedreira

Recorded Electronically by:  
451 Old Republic Title Company

DOC# 219093365



219093365

Stat Types:	1	Pages:	4
FEES	22.00		
TAXES	.00		
OTHER	.00		
PAID	22.00		

**ORIGINAL**  
**Do Not Destroy**

Loan No. 198935

**PARTIAL RECONVEYANCE**

Exempt from fee per GC27388.1; (without Satisfaction)  
document recorded in connection with  
a concurrent transfer subject to the (Kern County, California)  
imposition of documentary transfer tax

LEON A. MORENO, as the Trustee under the following deed of trust (the "Deed of Trust").

(1) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 18, 2017, and made by ASHLAND & HAYES INVESTMENTS, LLC, a California limited liability company, GRANTOR FRESNO CLOVIS INVESTMENTS, LLC, a California limited liability company and MARICOPA ORCHARDS, LLC, a California limited liability company, as Trustor, and recorded on August 18, 2017 in the Official Records of Kern County, California, as Document No. 217110039 made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

having received from Beneficiary a written request to reconvey in accordance with the terms of the Deed of Trust all estate now held by said Trustee under the Deed of Trust in and to the hereinafter described Release Parcel (and only with respect to the Release Parcel), hereby reconveys, without warranty, and **without satisfaction or release** of any obligation of any obligor under the notes and other indebtedness secured by the Deed of Trust, to the person or persons legally entitled thereto, all estate now held by it thereunder in and to that property situated in Kern County, California, described in Exhibit A attached hereto and made a part hereof (the "Release Parcel").

Such Partial Reconveyance is to cover only the Release Parcel and all remaining land encumbered by the Deed of Trust as of the date of this Partial Reconveyance is to remain so encumbered. The remaining property described in the Deed of Trust shall continue to be held by said Trustee under the terms thereof, and as provided in the Deed of Trust and this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by each of the Deed of Trust upon the remainder of the property encumbered thereby.

Loan No. 198935

Maricopa/Pomona Transaction-850 Almonds Release-Andrews Corotto

141101524D

AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101  
Attention: Virginia M. Pedreira

This document has been electronically recorded. See the attached cover page for recording information.

Loan No. 198935

---

**PARTIAL RECONVEYANCE**

Exempt from fee per GC27388.1; **(without Satisfaction)**  
document recorded in connection with  
a concurrent transfer subject to the **(Kern County, California)**  
imposition of documentary transfer tax

LEON A. MORENO, as the Trustee under the following deed of trust (the "Deed of Trust"):

(1) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 18, 2017, and made by ASHLAND & HAYES INVESTMENTS, LLC, a California limited liability company, GRANTOR FRESNO CLOVIS INVESTMENTS, LLC, a California limited liability company and MARICOPA ORCHARDS, LLC, a California limited liability company, as Trustor, and recorded on August 18, 2017 in the Official Records of Kern County, California, as Document No. 217110039 made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

having received from Beneficiary a written request to reconvey in accordance with the terms of the Deed of Trust all estate now held by said Trustee under the Deed of Trust in and to the hereinafter described Release Parcel (and only with respect to the Release Parcel), hereby reconveys, without warranty, and **without satisfaction or release** of any obligation of any obligor under the notes and other indebtedness secured by the Deed of Trust, to the person or persons legally entitled thereto, all estate now held by it thereunder in and to that property situated in Kern County, California, described in Exhibit A attached hereto and made a part hereof (the "Release Parcel").

Such Partial Reconveyance is to cover only the Release Parcel and all remaining land encumbered by the Deed of Trust as of the date of this Partial Reconveyance is to remain so encumbered. The remaining property described in the Deed of Trust shall continue to be held by said Trustee under the terms thereof, and as provided in the Deed of Trust and this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by each of the Deed of Trust upon the remainder of the property encumbered thereby.

Beneficiary, as the holder of the Deed of Trust and the indebtedness secured thereby, joins herein for the purpose of evidencing its consent to this Partial Reconveyance.

Dated this 1 day of August, 2019.

BENEFICIARY:

METROPOLITAN LIFE INSURANCE COMPANY, a  
New York corporation

By: MetLife Investments Management, LLC,  
its investment manager

By: S. — —  
Printed Name: LEONIDES A. MORENO  
Title: Authorized Signatory and Director

\*\* also known as Leon A. Moreno

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Fresno ) ss.  
                          )

On July 30, 2019 before me, CATHY M. KELLY, Notary Public, personally appeared Leonides A. Moreno, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cathy M. Kelly

(seal)



Loan No. 198935

Maricopa/Pomona Transaction-850 Almonds Release-Andrews Corotto

TRUSTEE:

  
LEON A. MORENO, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

COUNTY OF Fresno

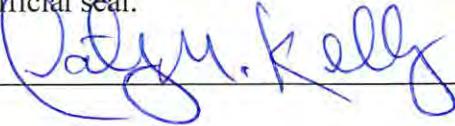
) ss.

)

On July 30, 2019 before me, CATHY M. KELLY, Notary Public, personally appeared LEON A. MORENO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

(seal)



Loan No. 198935

Maricopa/Pomona Transaction-850 Almonds Release-Andrews Corotto

**EXHIBIT A**

**DESCRIPTION OF THE RELEASED PROPERTY**

The land referred to herein is situated in the County of Kern, State of California, and is described as follows:

**PARCEL ONE:**

The West half of the Southwest quarter of Section 34, Township 32 South, Range 25 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof.

APN: 220-130-32-00-5

**Partial Reconveyance**  
2019-11-13

Recorded Electronically by:  
451 Old Republic Title Company

## AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
 600 University Street, Suite 3600  
 Seattle, Washington 98101  
 Attention: Virginia M. Pedreira

DOC#: 219151116



219151116

Stat Types:	1	Pages:	13
FEES	49.00		
TAXES	.00		
OTHER	.00		
PAID	49.00		

Loan Nos. 196624, 196625, 196626, 196941,  
 196942, 197579, 197946, 198356, 198718,  
 198935, 199081 and 199110

*130*  
**ORIGINAL**  
**Do Not Destroy**

**PARTIAL RECONVEYANCE**  
 (without Satisfaction)

(Kern, County, California)

LEON A. MORENO, as the Trustee under the following deeds of trust (the "Deeds of Trust"):

(1) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 27, 2013, and made by 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LP, a California limited partnership; KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LP, a California limited partnership; THREE ROCKS PISTACHIOS, LLC, a California limited liability company TUSCAN FARMS, LP, a California limited partnership; WATERFORD FARMS, LP, a California limited partnership; ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III,

AFTER RECORDING, MAIL TO:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, Washington 98101  
Attention: Virginia M. Pedreira

This document has been  
electronically recorded. See  
the attached cover page for  
recording information.

Loan Nos. 196624, 196625, 196626, 196941,  
196942, 197579, 197946, 198356, 198718,  
198935, 199081 and 199110

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**PARTIAL RECONVEYANCE  
(without Satisfaction)**

**(Kern, County, California)**

LEON A. MORENO, as the Trustee under the following deeds of trust (the "Deeds of Trust"):

(1) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of September 27, 2013, and made by 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LP, a California limited partnership; KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LP, a California limited partnership; THREE ROCKS PISTACHIOS, LLC, a California limited liability company TUSCAN FARMS, LP, a California limited partnership; WATERFORD FARMS, LP, a California limited partnership; ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III,

LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; NANCY BLUHM, an unmarried woman; APRIL CELESTE GARCIA, a married woman as her sole and separate property and recorded on September 27, 2013 in the Official Records of Kern County, California, as Document No. 0213141703, as amended and modified by Modification to Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of April 30, 2014 and recorded in the Official Records of Kern County, California, as Document No. 000214063161, as amended and restated by the certain Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 29, 2016, and recorded August 29, 2016 as Instrument No. 0216117030 and as further amended by that certain First Amendment to Amended and Restated Deed of Trust Security Agreement, Assignment of Rents and Leases and Fixture Filing dated October 27, 2017 and recorded in the Official Records of Kern County, California, as Document No. 217147321 as further amended from time to time, made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(2) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 25, 2014, and made by among 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership); KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership); THREE ROCKS PISTACHIOS, LLC, a California limited liability company; TUSCAN FARMS, LLC, a California limited liability company (f/k/a Tuscan Farms, LP, a California limited partnership); WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership); ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company; VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company; VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited

liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; BISHOP FARMS 15, LLC, a California limited liability company; BISHOP FARMS 22, LLC, a California limited liability company; NANCY BLUHM, an unmarried woman; and APRIL CELESTE GARCIA, a married woman as her sole and separate property, collectively as Trustor and recorded on November 26, 2014 in the Official Records of Kern County, California, as Document No. 0214147669, as amended and restated by Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2016 and recorded in the Official Records of Kern County, California, as Document No. 0216117030 and as further amended from time to time, for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(3) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of June 30, 2015, and made by among 104 PISTACHIOS, LLC, a California limited liability company; DERRICK PISTACHIOS, LLC, a California limited liability company; FNF FARMS, LLC, a California limited liability company; GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership); KAMM PISTACHIOS, LLC, a California limited liability company; PANOCHE PISTACHIOS, LLC, a California limited liability company; SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership); THREE ROCKS PISTACHIOS, LLC, a California limited liability company; TUSCAN FARMS, LLC, a California limited liability company (f/k/a Tuscan Farms, LP, a California limited partnership); WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership); ASSEMI AND SONS, INC., a California corporation; ASSEMI 100, LLC, a California limited liability company; ASSEMI BROTHERS, LLC, a California limited liability company; KAMM SOUTH, LLC, a California limited liability company; FARID ASSEMI, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010; CANTUA ORCHARDS, LLC, a California limited liability company; VENTANA NORTH, LLC, a California limited liability company; VENTANA CENTRAL, LLC, a California limited liability company; VENTANA SOUTH, LLC, a California limited liability company; MARICOPA ORCHARDS, LLC, a California limited liability company; ACDF, LLC, a California limited liability company; C & A FARMS, LLC, a California limited liability company; SAGEBERRY I, LLC, a California limited liability company; SAGEBERRY II, LLC, a California limited liability company; SAGEBERRY III, LLC, a California limited liability company; SAGEBERRY IV, LLC, a California limited liability company; SAGEBERRY V, LLC, a California limited liability company; SAGEBERRY VI, LLC, a California limited liability company; SAGEBERRY FARMS, LLC, a California limited liability company; BISHOP FARMS 15, LLC, a California limited liability company; BISHOP FARMS 22, LLC, a California limited liability company; NANCY BLUHM, an

unmarried woman; and APRIL CELESTE GARCIA, a married woman as her sole and separate property, collectively as Trustor, and recorded on July 2, 2015 in the Official Records of Kern County, California, as Document No. 0215086794, as amended and restated by Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2016 and recorded in the Official Records of Kern County, California, as Document No. 0216117030 and as further amended from time to time, for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

(4) a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of December 31, 2015, and made by 104 PISTACHIOS, LLC, a California limited liability company, ACDF, LLC, a California limited liability company, ASSEMI 100, LLC, a California limited liability company, ASSEMI AND SONS, INC., a California corporation, ASSEMI BROTHERS, LLC, a California limited liability company, Farid Assemi, as Trustee of the BIBI ASSEMI REVOCABLE TRUST dated July 9, 2010, BISHOP FARMS 15, LLC, a California limited liability company, BISHOP FARMS 22, LLC, a California limited liability company, NANCY BLUHM, an unmarried woman, C & A FARMS, LLC, a California limited liability company, CANTUA ORCHARDS, LLC, a California limited liability company, EMILY DERDERIAN, an unmarried woman, DERRICK PISTACHIOS, LLC, a California limited liability company, APRIL CELESTE GARCIA, a married woman as to her sole and separate property, BETSY E. GARCIA, a married woman as to her sole and separate property, GRANVILLE FARMS, LLC, a California limited liability company (f/k/a Granville Farms, LP, a California limited partnership), KAMM PISTACHIOS, LLC, a California limited liability company, MARICOPA ORCHARDS, LLC, a California limited liability company, MILLERTON INVESTMENTS, LLC, a California limited liability company, PANOCHE PISTACHIOS, LLC, a California limited liability company, SAGEBERRY 29, LLC, a California limited liability company, SAGEBERRY 3233, LLC, a California limited liability company, SAGEBERRY I, LLC, a California limited liability company, SAGEBERRY II, LLC, a California limited liability company, SAGEBERRY III, LLC, a California limited liability company, SAGEBERRY IV, LLC, a California limited liability company, SAGEBERRY V, LLC, a California limited liability company, SAGEBERRY VI, LLC, a California limited liability company, SAGEBERRY FARMS, LLC, a California limited liability company, SAMAN SHISHEGARAN, a married man, SOMMERVILLE FARMS, LLC, a California limited liability company (f/k/a Sommerville Farms, LP, a California limited partnership), THREE ROCKS PISTACHIOS, LLC, a California limited liability company, TUSCAN FARMS, LLC, a California limited liability company, (f/k/a Tuscan Farms, LP, a California limited partnership), VENTANA CENTRAL, LLC, a California limited liability company, VENTANA NORTH, LLC, a California limited liability company, VENTANA SOUTH, LLC, a California limited liability company, and WATERFORD FARMS, LLC, a California limited liability company (f/k/a Waterford Farms, LP, a California limited partnership), as Trustor, and recorded on December 31, 2015 in the Official Records of Kern County, California, as Document

No. 0215182703, as amended and modified by the First Amendment to Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 24, 2016 and recorded in the Official Records of Kern County, California, as Document No. 0216117031 and as further amended from time to time made for the benefit of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, as Beneficiary;

having received from Beneficiary a written request to reconvey in accordance with the terms of the Deed of Trust all estate now held by said Trustee under each of the Deeds of Trust in and to the hereinafter described Release Parcel (and only with respect to the Release Parcel), hereby reconveys, without warranty, and **without satisfaction or release** of any obligation of any obligor under the notes and other indebtedness secured by the Deed of Trust, to the person or persons legally entitled thereto, all estate now held by it thereunder in and to that property situated in Kern County, California, described in Exhibit A attached hereto and made a part hereof (the "Release Parcel"). ✓

Such Partial Reconveyance is to cover only the Release Parcel and all remaining land encumbered by the Deeds of Trust as of the date of this Partial Reconveyance is to remain so encumbered. The remaining property described in each of the Deeds of Trust shall continue to be held by said Trustee under the terms thereof, and as provided in each of the Deeds of Trust and this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by each of the Deeds of Trust upon the remainder of the property encumbered thereby.

Beneficiary, as the holder of each of the Deeds of Trust and the indebtedness secured thereby, joins herein for the purpose of evidencing its consent to this Partial Reconveyance.

*(signatures appear on following page)*

Dated this 8<sup>th</sup> day of November, 2019.

BENEFICIARY:

METROPOLITAN LIFE INSURANCE COMPANY, a  
New York corporation

By: MetLife Investment Management, LLC,  
its investment manager

By: \_\_\_\_\_  
Name: Leonides A. Morena  
Title: Authorized Signatory and Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Fresno ) ss.  
)

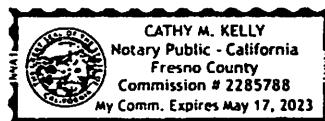
On NOVEMBER 8, 2019 before me, CATHY M. KELLY, Notary Public, personally appeared LEONIDES A. MORENA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cathy M. Kelly

(seal)



TRUSTEE:

LEON A. MORENO, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Fresno ) ss.  
                          )

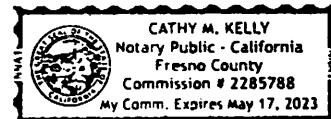
On November 8, 2019 before me, CATHY M. KELLY, Notary Public, personally appeared LEON A. MORENO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cathy M. Kelly

(seal)



**EXHIBIT A**

**DESCRIPTION OF THE RELEASED PROPERTY**

The land referred to is situated in the unincorporated area of the County of Kern, State of California, and is described as follows:

**PARCEL ONE**

Parcel 44 of Parcel Map 9974 in the unincorporated area of the County of Kern, State of California, as per Parcel Map filed November 24, 1993 in Book 46, Page 4 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM those interests in the North 25 feet of the West 30 feet of the South 1455.81 feet of Parcel 43 and the North 20 feet of the East 30 feet of the South 1450.81 feet of Parcel 44 as were taken by the Wheeler Ridge-Maricopa Water Storage District, a California Water Storage District by Final Order of Condemnation, Case No. 205792, Superior Court of California, County of Kern, a certified copy thereof was recorded August 14, 1989 in Book 6275, Page 1759 of Official Records.

ALSO EXCEPTING THEREFROM all minerals and all gas, petroleum and other hydrocarbon substances in and under such property, Tejon Ranch Company, a corporation, (grantor, therein) its successors and assigns, retaining the exclusive title and right to remove said substances, together with the sole right to negotiate and conclude additional leases and agreements with respect to all such substances under the property, and to use the surface of the property for the purposes of prospecting for, developing and/or extracting such substances from the property by means of wells drilled into or through the property from drill sites located on the property or on other property, provided, however, that except as to the rights of lessees under the existing leases listed thereafter grantor, therein, its successors and assigns shall have no right to enter upon the surface of the property or to use the surface of the property or any portion thereof, except the following additional rights which grantor, therein, for itself and for its successors and assigns, also reserved thereby.

The right to occupy, install, construct and maintain at its expense such drill sites, roads, storage areas and other facilities which it, in its discretion, determines are reasonably necessary for prospecting for, developing and/or extracting and storing such minerals and substances; provided, however, in no event shall the aggregate area of the surface of the property used for the first time for all such purposes from and after the date thereof exceed 600 acres, and provided further that as a condition to each such use, grantor, therein, will deliver and pay over to grantee, therein, and each of its successors or assigns, on or before commencing such use:

(A) A notice in writing specifying the area of the property to be used and the terms and

nature of such use; and (B) An amount equal to the sum of (i) out-of-pocket costs to grantee, therein, for planting, cultivating and caring for crops to the extent the crops are rendered unharvestable by such use, (ii) the depreciated Book value on the Books of grantee, therein, or its successors or assigns of any improvements constructed on the property at the expense of grantee, herein, or such successor or assign or purchased with the property which will be removed or will not be usable by grantee, therein, by reason of the use by grantor, therein, and (iii) an amount equal to the fair market value of grantee's estate in any part of the property so used for the term of use specified by grantor, therein, such sum being thereafter referred to as the "loss to grantee", all as determined by an appraiser who is a member of the American Institute of Real Estate Appraisers, designated by grantee, therein.

In consideration of such reservations, grantor, therein, covenants and agrees to pay over to grantee, therein, or to any successor or assign of grantee, therein, designated by grantee, therein, upon receipt, all payments in compensation for damage to crops, improvements on the property or for loss of use of the property received by grantor, therein, from oil lessees under the leases named above (except payments for not to exceed 300 acres of the property conveyed thereby presently occupied by such lessees) or any other lease made by grantor, therein, under its reserved rights thereunder, and in addition to pay to grantee, therein, or such designated successor or assign, the difference between such amounts paid over and the loss to grantee,

Therein, determined in the same manner as provided above, except that references to use by grantor, therein, shall be deemed to refer to use by the oil lessee, provided, however, that any such successor or assign shall be entitled to receive only that portion of the loss to grantee, therein, as shall be attributable to the estate of said successor or assign as determined by said appraiser.

All expenses of any appraisal required thereunder will be paid by grantor, therein, as reserved and excepted in the Deed from Tejon Ranch Co., a corporation, to Tejon Agricultural Partners, a limited partnership, organized under the laws of the State of California, recorded August 16, 1972 in Book 4712, Page 24 of Official Records, as Instrument No. 11817.

(APN: 238-400-42)

**PARCEL TWO:**

The West half and the Northeast quarter of Section 35, Township 32 South, Range 25 East, M.D.B. & M., in an unincorporated area of the County of Kern, State of California, according to the Official Plat of said land.

Excepting therefrom all right, title and interest in and to the mineral rights in the properties

described herein (expressly excluding, however, the right to use the surface for open pit mining, quarrying and strip mining), and all rights, title and interest in any other contract agreements or rights, tangible or intangible that are owned by the grantor, in whole or in part, and that are related to the ownership and use of mineral rights conveyed hereby, from the lands.

Specifically excepting all surface rights (except for the rights of surface access for the purpose of grantee and its assigns exploring for, developing, producing, transporting and selling minerals from the property and which are recognized by California law, rules, order and regulation), personal property or fixtures associated with, affixed to or located upon the surface, well bores (if any), water or water rights or entitlements (except such water as may be associated and incidentally produced with the minerals from the property) or any existing oil, gas or mineral production (if any) from the property, as granted in Deed recorded December 30, 1998, as Instrument No. 0198184684 of Official Records.

Also excepting therefrom all oil, gas and other hydrocarbons; non-hydrocarbon gases or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

Excepting and reserving unto Grantor, its successors and assigns, all oil, gas and other hydrocarbons; non-hydrocarbon gases or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

Also excepting and reserving unto Grantor, its successors and assigns, all geothermal resources, embracing; indigenous steam, hot water and hot brines; steam and other gases, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or the associated energy found beneath the surface of the earth; and by-products of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing.

Also excepting and reserving unto Grantor, its successors and assigns, the sole and exclusive right from time to time drill and maintain wells or other facilities into or through said real property and the adjoining streets, roads and highways for the purpose of exploring for and producing energy resources; the exclusive right to produce, inject, store, and remove from and through such wells or facilities, oil, gas, water and other substances of whatever nature, including the right to perform any and all operations deemed by Grantor necessary or convenient for the exercise of such rights, including but not limited to the right to conduct seismic testing and construct, maintain and operate pipelines, valves, cathodic protection facilities, and appurtenances; and the exclusive right to utilize or occupy subsurface formations

to store or dispose of produced water or other fluids without regard to their place or origin, as reserved by Chevron U.S.A. Inc., a Pennsylvania corporation, in Deed recorded December 31, 2003 as Document No. 0203281471, Official Records.

APN: 220-130-13

**PARCEL THREE:**

The East half of the Southwest quarter of Section 34, Township 32 South, Range 25 East, M.D.B.& M., in an unincorporated area of the County of Kern, State of California. Excepting therefrom all right, title and interest in and to the mineral rights in the properties described herein (expressly excluding, however, the right to use the surface for open pit mining, quarrying and strip mining), and all rights, title and interest in any other contract agreements or rights, tangible or intangible that are owned by the grantor, in whole or in part, and that are related to the ownership and use of the mineral rights conveyed hereby, from the lands. Specifically excepting and reserving therefrom all surface rights (except for the rights of surface access for the purpose of grantee and its assigns exploring for, developing, producing, transporting and selling minerals from the property and which are recognized by California Law, rules, order and regulation), personal property or fixtures associated with, affixed to or located upon the surface, well bores (if any), water or water rights or entitlements (except such water as may be associated and incidentally produced with the minerals from the property) or any existing oil, gas or mineral production (if any) from the property, as granted in Deed recorded December 30, 1998 as Instrument No. 0198184684 of Official Records.

Excepting and reserving unto grantor, its successors and assigns, all oil, gas and other hydrocarbons; non hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

Also excepting and reserving unto grantor, its successors and assigns, all geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gases, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or the associated energy found beneath the surface of the earth; and by-products of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing.

Also excepting and reserving unto grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells or other facilities into or through said real property and the adjoining streets, roads and highways for the purpose of exploring for and producing energy resources; the exclusive right to produce, inject, store, and remove from

and through such wells or facilities, oil, gas, water and other substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights, including but not limited to the right to conduct seismic testing and construct, maintain and operate pipelines, valves, cathodic protection facilities, and appurtenances; and the exclusive right to utilize or occupy subsurface formations to store or dispose of produced water or other fluids without regard to their place of origin, as reserved by Chevron U.S.A. Inc., a Pennsylvania corporation, in Deed recorded December 31, 2003 as Document No. 0203281471, Official Records.

APN: 220-130-20

**PARCEL FOUR:**

The Northwest quarter of Section 34, in Township 32 South, Range 25 East, Mount Diablo Base and Meridian, in an unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Excepting therefrom that portion conveyed to the Sunset Railroad Company, by Deed recorded July 18, 1903 in Book 148, Page 332 of Deeds.

Also except all oil, gas, minerals and other hydrocarbon substances within or underlying said land or that may be produced and saved therefrom.

Also except any interest in all oil, mineral, natural gas and other hydrocarbon substances under the real property described in this Deed, without right of surface entry, as reserved by Sam Andrews' Sons, in Deed recorded January 10, 1989 in Book 6198, Page 1339 of Official Records.

APN: 220-130-33

The land referred to is situated in the unincorporated area of the County of Kern, State of California, and is described as follows:

**PARCEL FIVE:**

The Southwest quarter of Section 30, Township 32 South, Range 25 East, Mount Diablo Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

**EXCEPTING THEREFROM** all oil and gas in said land and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), reserved in Patent from the

United States of America, recorded October 9, 1924 in Book 38, Page 373, Official Records. ALSO EXCEPTING all oil and gas in said land and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), excepted in Grant Deed, recorded February 11, 1976 in Book 4938, Page 698, Official Records.

APN: 220-170-03

**PARCEL SIX:**

The West 18 acres of the Southwest quarter of the Northeast quarter of Section 31, Township 32 South, Range 25 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except all oil, gas and other hydrocarbon substances and minerals in or under said Premises, or that may at any time be produced or extracted therefrom together with the right to prospect for, develop, extract and remove the same as reserved in Deed dated December 28, 1962 from Norma Francis Cohn and Paul G. Pilgrim, husband of the grantee herein, recorded January 29, 1963 in Book 3569 Page 806 of Official Records.

APN: 220-231-25